

FILED IN THE  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

JAN 17 2006

JAMES R. LARSEN, CLERK  
DEPUTY  
SPOKANE, WASHINGTON

William Gilbert  
George M. Ahrend  
Dano, Gilbert & Ahrend, P.L.L.C.  
100 East Broadway  
P.O. Box 2149  
Moses Lake, WA 98837  
(509) 764-8426

HONORABLE ROBERT H. WHALEY

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WASHINGTON

KEYSTONE FRUIT MARKETING,  
INC., and BOB N. EVANS,

Plaintiffs,

vs.

WILLIAM G. BROWNFIELD; JANET  
H. BROWNFIELD; and JANET M.  
CLAYTON;

Defendants

NO. CV-05-5087-RHW

STIPULATION AND  
PROTECTIVE ORDER  
~~(PROPOSED)~~ REGARDING  
CONFIDENTIAL  
INFORMATION

COME NOW Plaintiffs, Keystone Fruit Marketing, Inc. and Bob N. Evans  
("Keystone"), by and through their attorneys, Dano, Gilbert & Ahrend PLLC,  
and Sweet Clover Produce, LLC ("Sweet Clover") by and through its attorneys,  
Schultheis Tabler Wallace, and mutually stipulate and agree that the court make

1 and enter its protective order under authority of FRCP 26(c) providing as  
2 follows:  
3

4 1. That Keystone shall be entitled to direct a computer forensics firm,  
5 PG Lewis, to conduct an inspection of all computers used by Sweet Clover in its  
6 normal business activities occurring at 6½North Second Street in Walla Walla,  
7 Washington, on the 12th day of January, 2006, at 11:00 a.m.;  
8  
9

10 2. That PG Lewis shall take a snapshot, or “acquire” all data that is  
11 currently stored within the data base, storage and operating systems of all  
12 computers used by Sweet Clover in its normal business activities occurring at 6½  
13 North Second Street in Walla Walla, Washington;  
14  
15

16 3. That only Sweet Clover’s employees and owners as well as  
17 representatives of PG Lewis shall be entitled to be present during said inspection  
18 and “acquisitio n” of Sweet Clover’s busi ness computers;  
19  
20

21 4. That any analysis or review of the “acqui red” data from Sweet  
22 Clover’s business computers shall be limited in scope to a search for information  
23 in the computer data base, storage and operating systems that is relevant to the  
24 claims and defenses asserted in the above-captioned matter;  
25  
26

27 5. That the criteria used by PG Lewis to conduct its analysis or review  
28 of the acquired data from Sweet Clover’s business computers will be mutually

1 agreed upon by Keystone and Sweet Clover before PG Lewis conducts its  
2 analysis or review and, if Keystone and Sweet Clover are unable to agree, they  
3 will promptly submit this question to the court for final resolution;  
4

5         6. That to the extent PG Lewis discovers information in the Sweet  
6 Clover business computers that is relevant to the claims and defenses asserted in  
7 the above-captioned matter, PG Lewis shall disseminate a report, without  
8 attachment of data, which outlines its findings to the respective attorneys for  
9 Keystone Fruit Marketing and Bob Evans, Dano, Gilbert & Ahrend PLLC, and  
10 Sweet Clover Produce, LLC, Schultheis Tabler Wallace. The information  
11 disseminated shall be restricted to attorneys only access unless otherwise agreed  
12 by the parties. If a dispute arises over the dissemination or review of any data  
13 compilation or document, the parties agree to allow an in camera review by the  
14 court and counsel to determine if the information or data is relevant and to what  
15 extent it may be disseminated;  
16

17         7. That the parties agree that information obtained by PG Lewis shall  
18 remain confidential unless and until the court makes and enters its order directing  
19 disclosure;  
20

21         8. That Keystone and PG Lewis are prohibited from directly or  
22 indirectly acquiring information or computer files from the Sweet Clover  
23  
24  
25  
26  
27  
28

1 business computers regarding itrade, e-mail, or citrix passwords; any and all  
2 privileged communications addressed to or received from Sweet Clover's  
3 attorneys, including, but not limited to Schultheis Tabler Wallace; Sweet  
4 Clover's use and op eration of the Silver Creek computer software to the extent  
5 that it is not relevant to this cause of action; Sweet Clover's c urrent customer  
6 vendor identification numbers to the extent that they are not relevant to this cause  
7 of action; Sweet Clover's business agreements and business relationships with  
8 Bland Farms, LLC and Grotz Farms to the extent that they are not relevant to  
9 this cause of action;

14 9. That all data or documents published from the data acquired from  
15 Sweet Clover's com puters by PG Lewis shall be plainly and clearly marked  
16 "CONFIDENTIAL SUBJECT TO PROTECTION ORDER"; and,  
17

18 10. If the PG Lewis inspection of Sweet Clover's computers caus es  
19 those computers to be damaged or to be otherwise adversely affected, Keystone  
20 shall be solely responsible for promptly repairing any such damage or otherwise  
21 restoring those computers to the same operational levels that existed prior to  
22 inspection by PG Lewis.  
23  
24  
25

26 Dated this 11<sup>th</sup> day of January, 2006  
27  
28

1 DANO, GILBERT & AHREND PLLC

2 By: 

3 William A. Gilbert, WSBA #30592

4 Attorneys for Plaintiffs

5 Dano, Gilbert & Ahrend PLLC

6 100 E. Broadway Ave.

7 P.O. Box 2149

8 Moses Lake, WA 98837

9 Telephone: (509) 764-8426

10 Fax: (509) 766-7764

11 Email: [bill@dgalaw.com](mailto:bill@dgalaw.com)

12 DATED: 1/11/06

13 SCHULTHEIS TABLER WALLACE

14 By: 

15 Michael Rex Tabler, WSBA #6047

16 Attorneys for Sweet Clover Produce, LLC

17 Schultheis Tabler Wallace

18 P.O. Box 876

19 Ephrata, WA 98823

20 Telephone: (509) 754-5264

21 Fax: (509) 754-5835

22 Email: [schultab@bentonrea.com](mailto:schultab@bentonrea.com)

II.  
ORDER

THIS MATTER having come regularly before the court pursuant to the stipulation and agreement set forth above; the court having considered said stipulation and agreement as well as the records and files herein; and, the court being otherwise fully advised in the premises, NOW, THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. That Keystone shall be entitled to direct a computer forensics firm, PG Lewis, to conduct an inspection of all computers used by Sweet Clover in its normal business activities occurring at 6½ North Second Street in Walla Walla, Washington, on the 12th day of January, 2006, at 11:00 a.m.;

2. That PG Lewis shall take a snapshot, or “acquire” all data that is currently stored within the data base, storage and operating systems of all computers used by Sweet Clover in its normal business activities occurring at 6½ North Second Street in Walla Walla, Washington;

3. That only Sweet Clover’s employees and owners as well as representatives of PG Lewis shall be entitled to be present during said inspection and “acquisition” of Sweet Clover’s business computers;

4. That any analysis or review of the “acquired” data from Sweet Clover’s business computers shall be limited in scope to a search for information

1 in the computer data base, storage and operating systems that is relevant to the  
2 claims and defenses asserted in the above-captioned matter;  
3

4 5. That the criteria used by PG Lewis to conduct its analysis or review  
5 of the acquired data from Sweet Clover's business computers will be mutually  
6 agreed upon by Keystone and Sweet Clover before PG Lewis conducts its  
7 analysis or review and, if Keystone and Sweet Clover are unable to agree, they  
8 will promptly submit this question to the court for final resolution;  
9

10 6. That to the extent PG Lewis discovers information in the Sweet  
11 Clover business computers that is relevant to the claims and defenses asserted in  
12 the above-captioned matter, PG Lewis shall disseminate a report, without  
13 attachment of data, which outlines its findings to the respective attorneys for  
14 Keystone Fruit Marketing and Bob Evans, Dano, Gilbert & Ahrend PLLC, and  
15 Sweet Clover Produce, LLC, Schultheis Tabler Wallace. The information  
16 disseminated shall be restricted to attorneys only access unless otherwise agreed  
17 by the parties. If a dispute arises over the dissemination or review of any data  
18 compilation or document, the parties agree to allow an in camera review by the  
19 court and counsel to determine if the information or data is relevant and to what  
20 extent it may be disseminated;  
21  
22  
23  
24  
25  
26  
27  
28

1           7.     That the parties agree that information obtained by PG Lewis shall  
2 remain confidential unless and until the court makes and enters its order directing  
3 disclosure;  
4

5           8.     That Keystone and PG Lewis are prohibited from directly or  
6 indirectly acquiring information or computer files from the Sweet Clover  
7 business computers regarding itrade, e-mail, or citrix passwords; any and all  
8 privileged communications addressed to or received from Sweet Clover's  
9 attorneys, including, but not limited to Schultheis Tabler Wallace; Sweet  
10 Clover's use and op eration of the Silver Creek computer software to the extent  
11 that it is not relevant to this cause of action; Sweet Clover's c urrent customer  
12 vendor identification numbers to the extent that they are not relevant to this cause  
13 of action; Sweet Clover's business agreements and business relationships with  
14 Bland Farms, LLC and Grotz Farms to the extent that they are not relevant to  
15 this cause of action;  
16  
17  
18  
19  
20  
21

22           9.     That all data or documents published from the data acquired from  
23 Sweet Clover's com puters by PG Lewis shall be plainly and clearly marked  
24 "CONFIDENTIAL SUBJECT TO PROTECTION ORDER"; and,  
25

26           10.    If the PG Lewis inspection of Sweet Clover's computers caus es  
27 those computers to be damaged or to be otherwise adversely affected, Keystone  
28



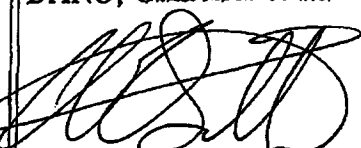
1 shall be solely responsible for promptly repairing any such damage or otherwise  
2 restoring those computers to the same operational levels that existed prior to  
3 inspection by PG Lewis.  
4

5 DATED this 17th day of January, 2006.  
6

7  
8  
9   
Robert H. Whaley, Judge  
10

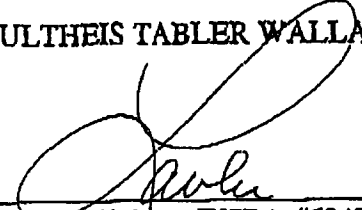
11  
12 Presented by:

13  
14 DANO, GILBERT & AHREND PLLC  
15

16   
17 William A. Gilbert, WSBA #30592  
18 Attorneys for Plaintiffs  
19

20  
21 Copy Received;  
22 Approved As To Form;  
23 Notice Of Presentation Waived:

24 SCHULTHEIS TABLER WALLACE  
25

26   
27 Michael Rex Tabler, WSBA #6047  
28 Attorneys for Sweet Clover Produce, LLC

1  
2 DATED this 11th day of January, 2006.

3 s/William A. Gilbert

4 William A. Gilbert, WSBA #30592

5 Attorney for Plaintiffs

6 Dano Gilbert & Ahrend PLLC

7 100 E. Broadway Ave.

8 P.O. Box 2149

9 Moses Lake, WA 98837

10 Telephone: (509) 764-8426

11 Fax: (509) 766-7764

12 Email: bill@dgalaw.com